



WAE Privacy Policy

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1. Introduction

WAE created, develops, and maintains an online software and mobile platform on which businesses (“**Employers**”) and workers (“**Employees**”) connect to fill one-time and/or recurring work opportunities. When you use our platform, including our websites, mobile applications, content, and services (collectively our “**Services**”), you share your information with us. Because we value your privacy, this policy (our “**Privacy Policy**”) describes how we collect, use, and share your personal data.

Please carefully read this Privacy Policy, which we incorporate into our Terms of Use (“**Terms**”). By accessing or using our Services in any capacity, you agree to our Terms and expressly authorize us to collect, receive, use, retain, and disclose or transmit your Information to third parties as described in this Privacy Policy. Because you cannot access or use our Services without accepting our Terms, if you have any questions, contact us at support@mywae.zendesk.com or at the address provided at the end of this Privacy Policy.

2. What We Collect

In this Privacy Policy, “**we**,” “**us**,” “**our**” and “**WAE**” all refer to WAE and our affiliates, and “**you**” and “**your**” refer to you, as a user of our Services as an Employer, Employee, Reference, or otherwise. Similarly, we reference the collective information you provide us as your “**Information**,” which is comprised of your Personal Information, Non-Personal Information, and Usage Data.

“**Personal Information**” (sometimes called “**Personally Identifiable Information**”) refers to information which personally identifies you—whether alone or when combined with Usage Data and Non-Personal Information—including but not limited to your name, email address, social security number, mailing and/or physical address, mobile device number, telephone number, government identification number(s), date of birth, your photograph, and other information or data that identifies you.

Personal Information and Personally Identifiable Information also include certain combinations of information that meet the applicable statutory or other legal definition of “**Personally Identifiable Information**” or “**Personal Information**” for purposes of breach notification (“**Statutory PII**”).

“**Non-Personal Information**” refers to information that does not personally or specifically identify you, and may include aggregate or non-specific Usage Data and information about devices, operating systems, browsing activities, browsing histories, locations, dates and times of use of the Services, usage and traffic patterns, and other non-personally identifying analytics and information about users of our Services.

1. Information You Give Directly to Us



Employers and Employees use our Services to match available work opportunities with available workers who possess a relevant skill set, and the information we collect is intended to support this goal. To make these worker connections, both parties must register for and maintain an active Services account (a “**Registered Account**”). For example, if you are an Employee, we may collect your user ID when you sign up for a posted shift. Specifically, we collect information about you that you choose to submit to us in connection with your use of our Services, including information submitted when you:

- Request certain services or features through the Services (such as through our mobile applications or websites)
- Contact WAE, including for support
- Work shifts as an Employee through our Services
- Complete surveys sent to you by WAE or on behalf of WAE

2. Information Created When You Use The Services

This includes:

- **Location Information:** Depending on the Services you use and your mobile application settings or device permissions, WAE may collect your precise or approximate location information, as determined through data such as GPS, IP address, and WiFi. WAE collects location information when the mobile application is running in the foreground (mobile application open and on-screen) of your device. You may use the mobile application without enabling WAE to collect your location information. However, this may affect the functionality of the mobile application, and you may not be able to use all features of the Services. For example, to punch on a shift offered through our Services, you must enable WAE to collect your location information.
- **Transaction Information:** We collect transaction details and information related to your use of the Services, including the types of Services you requested or provided (such as shift requests), dates, times and durations of services engagements, engagement fees, and other related transaction details and information.
- **Usage and Preference Information:** We collect information about how you interact with our Services, your preferences and settings chosen.
- **Device Information:** We may collect information about the devices you use to access our Services, including any related Usage Data.
- **Log Information:** When you interact with our Services, we collect server logs, which may include Usage Data and information like device IP address, access dates and times, application features or pages viewed, application crashes and other system activity, browser type, and the third-party site or service you were using before interacting with our Services.

3. Information From Other Sources



This includes:

- WAE's third-party business partners through which you create or access your Registered Account, such as payment providers, or applications or websites that use WAE's APIs or whose APIs WAE uses
- Publicly available sources
- Marketing service providers

WAE may combine the information collected from these sources with other information in its possession.

3. DISCLOSURE AND USE

We may use your ID and in-app activity and other user generated content for a variety of purposes, including to provide, enhance, personalize, maintain, improve and market our Services. Such use includes but is not limited to using your ID, in-app activity and other user generated content to:

- Match Employers with Employees
- Assist you when you contact us for support, including to direct your questions to the appropriate WAE support representative, investigate and address your concerns, and monitor and improve our support responses
- Notify you of changes to our Services
- Conduct testing, research, analysis and product development to improve and enhance the safety and security of our Services
- Resolve disputes among users
- Solicit your feedback and input about our Services
- Communicate with you about products, services, promotions, studies, surveys, news, updates and events
- Perform internal operations necessary to provide our Services, including to troubleshoot software bugs and operational problems, to conduct data analysis, testing and research, and to monitor and analyze usage and activity trends
- Investigate or address claims or disputes relating to your use of the Services (including sharing your in-app activity with Employers and/or relevant and/or related third parties as determined by WAE in its sole discretion), or as otherwise allowed by applicable law

Except as otherwise provided in this Privacy Policy, we will not disclose your user ID, in-app activity or other user generated content to any third party unless the third party is a Permitted Recipient. You agree that we may disclose your user ID, in-app activity or other user generated content to the following "**Permitted Recipients**": (1) persons or entities that you permit to access or receive your user ID, in-app activity or other user generated content (your permission being reasonably determined from your actions in view of the circumstances), including other users of the Services; (2) Employers that have posted or may post shifts on or through our Services and for which you have accepted or worked a shift



through the Services and/or relevant and/or related third parties as determined by WAE in its sole discretion; (3) third-party providers of services to us such as Internet hosting providers, Internet services providers, email distribution and email management providers, and software development or maintenance providers, provided that we have a reasonable belief that such third-party providers will maintain your user ID, in-app activity and other user generated content in confidence; and (4) any other person or entity to whom we are permitted or required to disclose your user ID, in-app activity or other user generated content by law, regulation or other provision of this Privacy Policy or the Terms.

We also may disclose Non-Personal Information to third parties in a manner that does not identify a particular individual. For example, and not by way of limitation, we may disclose aggregated in-app activities (i.e., Non-Personal Information) to marketing and research partners and/or for advertising, marketing and promotional purposes. In addition, we may identify job posting organizations in our Services and in our advertising, marketing and promotional materials.

4. Other Authorized Disclosures

Notwithstanding anything to the contrary in this Privacy Policy, you understand and agree that we may collect, use, preserve and disclose any information (including, without limitation, Usage Data and Personal Information): (1) in response to subpoenas, court orders, legal process or when otherwise required by law, or to establish, protect, or exercise our legal rights or defend against legal claims in our sole discretion; (2) to protect our rights and property or the public, including the enforcement of this Privacy Policy and any other agreement we may have with you or your organization (as applicable); (3) if we believe it is necessary in order to investigate, prevent, or take action regarding unauthorized distribution of another's intellectual property or information, illegal activities, fraud, or situations involving potential threats to the safety of any person (provided, however, that we have no obligation to do so); or (4) that is available to the general public.

We may, from time to time, assign or transfer all or a portion of the Usage Data, Personal Information and/or Non-Personal Information and its rights and obligations hereunder to one or more third parties (whether in connection with a sale of assets, a merger or otherwise), in which case the successor or assignee will agree to abide by the obligations under this Privacy Policy with respect to such information transferred to such successor or assignee (unless otherwise agreed to by you and such successor or assignee).

Any information shared by you with us may be shared with or transferred to any entity affiliated with us or any of our third-party providers (including those located outside the European Union), no matter where located, for the purpose of providing you Services and improving the Services. By using the Services, you consent to this transfer and acknowledge that the Services provided to you and the functionality of the Services could not be provided without such a transfer. If you do not wish your information to be transferred in this way, do not use the Services.

In addition to the other uses and disclosures of information set forth in this Privacy Policy, and notwithstanding anything in this Privacy Policy to the contrary, we may use, disclose, assign and transfer any Non-Personal Information for any purpose.



5. Security

We and our service providers employ certain procedural and technological security measures that are reasonably designed to help protect your user ID, in-app activity and other user generated content from loss, unauthorized access, disclosure, alteration or destruction. Though data transmission is encrypted, such measures or any data transmission over the Internet or any network, cannot be guaranteed to be perfectly secure or effective. As a result, we cannot ensure or guarantee the security of any information you transmit to us or that is submitted on your behalf, and such information is transmitted and submitted at your own risk.

You agree to keep your user ID, in-app activity and other user generated content private and confidential, and not to share information and materials that you receive by or through our Services with any third-party other than through the general, non-commercial methods permitted by the Services. In no event may Employees share any information or materials with respect to their Account access and shift postings with any third-party.

6. Third-Party Sites, Resources, Tools, Services And Widgets; Advertisements, Sponsorships, And Promotions

Our Services may link to other websites (including, without limitation, recruiter websites) and Internet resources that are not owned, operated or controlled by us. This Privacy Policy does not cover any information that may be collected from you by such third-party websites and Internet resources. We are not responsible for any: (i) information, products or services available on or through any linked sites or resources; (ii) third-party tools, services or widgets; or (iii) third-party terms of use, privacy policies or information collection, use and disclosure practices. You agree to review all applicable terms and use, privacy policies and other agreements provided by the applicable third parties.

7. Ability To Accept; Our Commitment To Children's Privacy

By using the Services, you affirm that you are at least 18 years of age and that you are competent to accept and have accepted the terms and conditions of this Privacy Policy. The Services are not aimed at nor intended for children under eighteen (18) years of age. **If you are under the age of eighteen (18), please do not use the Services.** WAE does not support account access from children under eighteen (18) years of age, and no one under the age of eighteen (18) may provide any information to or through the Services.

Additionally, no personally identifiable information (as defined in the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. § 6501) is purposefully or knowingly collected from children under the age of thirteen (13) by WAE or the Services. If you are a parent or guardian of a child under thirteen (13) years of age and believe your child disclosed information to us, please contact us by emailing us at support@mywae.zendesk.com. If we learn that we have collected or received user IDs, user activity, or other Non-Personal Information of persons under thirteen (13) years of age without verification of parental consent, we will exercise commercially reasonable efforts to delete this information.



8. Your Rights and Choices

You may decline to provide certain categories of information, be it Non-Personal Information (example: location information of any kind), user ID, user activity, or other user generated content. In choosing to not disclose this information, you may not be able to use the Services or certain aspects of the Services, and we will not be able to provide you some of the features and functionality of the Services. You may also opt out of receiving emails and other messages from WAE by following the instructions in those messages. Please note that if you opt out, we may still send you non-promotional messages, such as messages regarding service engagements or information about your Registered Account.

Depending on your jurisdiction of residence, you may have the right to request access to, correction of, or deletion of your Personal Information. If you wish to access, amend, or update your Personal Information or account preferences, you may do so by directly contacting a support staff member at support@mywae.zendesk.com. Each such modification requested by you will be effective upon receipt by WAE but will not change or affect any actions that WAE took in reliance upon your prior preferences, information, or authorization before the modification was made. If you have such a right depending on your jurisdiction of residence, you may also exercise your right to request access to your Personal Information or correct inaccurate Personal Information about you by emailing us at support@mywae.zendesk.com.

Upon your written request, WAE will remove any of your Personal Information in its possession and will cease using such Personal Information, subject to the terms of this Privacy Policy and the Terms. You may request access to and removal of such Personal Information by emailing us at mywae.com/privacy-policy. Attention: Privacy. Please note that in certain circumstances, WAE may not be able to completely remove all Personal Information about a particular user from its systems. For example, WAE may retain Personal Information about a user for legitimate business purposes, if it may be necessary to prevent fraud or future abuse, for account recovery purposes, if required by law, or as retained in WAE's data backup systems or cached or archived pages. All retained Personal Information will continue to be subject to the terms of the Privacy Policy to which the user has previously agreed.

9. Changes

This Privacy Policy may be revised periodically and this will be reflected by a “last modified” legend at the top of this page. WAE reserves the right, at its discretion, to change, modify, add or remove portions of this Privacy Policy at any time by posting such changes to this page. When any significant or material changes are made to this Privacy Policy, users will receive a notice on or through the Services for thirty (30) days before such changes take effect. After such thirty (30) days, the changes will become effective. Additionally, WAE will make reasonable efforts to email its users and otherwise provide notice of such changes on or through the Services notifying them of such changes. You understand that you have an affirmative obligation to check this Privacy Policy periodically for changes, and you hereby agree to periodically review this Privacy Policy for such changes. The most current version of the Privacy Policy is available at mywae.com/privacy-policy.



If you continue to use the Services after the effective date of changes to this Privacy Policy, you will be considered to have agreed to and accepted the changes. If you do not agree to the changes to the Privacy Policy, you have the option of closing your Registered Account and/or you can choose to stop using the Services.

10 Additional Questions

Feel free to contact us any time if you have further questions about the Services or our privacy practices. If you have any questions regarding this Privacy Policy, please contact us via email at support@mywae.zendesk.com with the word “Privacy” in the subject line.